

**SERIAL 97118 -E ROAD GRADERS, 125 H.P. II AND TRADE-IN OR OUTRIGHT SALE OF  
CATERPILLAR 120G GRADERS**

Page 1 of 23

**CONTRACT PERIOD THROUGH OCTOBER 31, 2003**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ROAD GRADERS, 125 H.P. II AND TRADE-IN OR OUTRIGHT  
SALE OF CATERPILLAR 120G GRADERS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **September 10, 1997**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

SF/ts  
Attach

Copy to: Clerk of the Board  
Jim Hutchinson, Equipment Services  
Pat Sutton, Materials Management

SPECIFICATIONS ON CALL FOR BIDS FOR: ROAD GRADERS - 125 H.P. II AND TRADE-IN OR OUTRIGHT SALE OF CATERPILLAR 120G GRADERS

Quantity of material and delivery point: Five (5) or more **ROAD GRADER 125 H.P. II AND TRADE-IN OR OUTRIGHT SALE OF CATERPILLAR 120G GRADERS** to be delivered to the Maricopa County Equipment Services Department, 3325 W. Durango, Phoenix, AZ., as covered by purchase order only.

SPECIFICATIONS, MINIMUM:

I. GENERAL:

The intent of this specification is to describe a Road Grader in the 125 H.P. Class for delivery to the Maricopa County Equipment Services Department. The equipment will be used by the Maricopa County Transportation Department in the maintenance and construction and maintenance of County roadways.

II. TECHNICAL SPECIFICATIONS:

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ITEM DESCRIPTION	VENDOR PROPOSAL
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1. WEIGHT:

- A. Basic operating weight without scarifier, cab, tire ballast, counter-weights and accessories, not less than 27,000 lbs, approximate.
  - b. Weight on Front Wheels - 7,800 lbs, approximate.
  - c. Weight on Rear Wheels - 19,700 lbs, approximate.
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2. ENGINE:

- A. Type - Turbo charged diesel, 4 cycle.
- B. Horsepower - Variable arrangement. Gears 1-3, 125 flywheel SAE rated H.P. Gears 4-8, 140 flywheel SAE rated H.P.
- C. Displacement - 403 C.I.
- D. Air Cleaner - Dry type, two stage with pre-cleaner, Automatic dust ejector and service indicator.
- E. Oil Filters - Full flow, spin-off type.
- F. Exhaust - Vertical stack, cab height with rain cap or elbow.
- G. Fuel Filter - Replaceable element.

- H. Cooling - Manufacturer's Maximum, unit shall be capable of operating continuously at full capacity with ambient temperatures of 122+°F.
  - I. Starting System - 24 volt direct electric.
  - J. Requirements Criteria - Shall meet current and future low emissions standards for particulates and nitrogen oxides as per the U.S. Environmental Protection Agency.
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II. TECHNICAL SPECIFICATIONS: (continued)

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ITEM DESCRIPTION

VENDOR PROPOSAL

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3. INSTRUMENTATION/ELECTRONIC MONITORING SYSTEM:

- A. Alternator, Parking Brake - Flashing indicator for problems.
- B. Engine Coolant, Hydraulic Oil, Transmission Electrical - Flashing action light and indicator signals a problem, change in machine operation required.
- C. Engine Oil Pressured, Brake Air Pressured, Supplemental Steering, Parking Brake Applied With Transmission Engaged - Audible Alarm, flashing light and indicator signals a problem, immediate machine shutdown required.
- D. Hourmeter - Heavy duty, factory installed, operational any time engine is running.
- E. Gauges - Fuel and articulation.

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4. INCHING CAPABILITY:

Foot operated control.

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5. STEERING:

- A. Type - Full hydraulic power.
  - B. Front wheels - And articulated frame.
  - C. Articulation - 20 degree left/right, with indicator.
  - D. Turning Radius - 25' maximum.
  - E. Tilt
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6. TRANSMISSION:

- A. Type - Direct drive power shift with electronic shift control, electronic controlled overspeed protection, and inching capability.
- B. Speeds;

1) Forward - Eight (8), preferred.

2) Reverse - Six (6), preferred.

C. Safety Lock - Equipped.

D. Speed and Direction - Single lever controlled.

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II. TECHNICAL SPECIFICATIONS: (continued)

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ITEM DESCRIPTION

VENDOR PROPOSAL

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7. ELECTRICAL SYSTEM:

- A. Volts - 12 or 24, volt with 24 volt direct electric cranking.
- B. Batteries - Manufacturer's maximum, shall be capable of cranking engine sufficiently for starting with ambient temperatures at 0°F.
- B. Alternator - 75 amp
- C. Windshield Wipers/Washer - Electric, front & rear.
- D. Turn Signal Lights - Two (2) each, front and rear, highly visible location.
- E. Working lights - Two (2) each, center and rear.
- F. Headlights - Two (2) cab mounted, front.
- G. Stop Lights - Two (2), highly visible rear location.
- H. Beacon Light - One (1) Whelen #S360 CHAP amber multi-flash or Tomar equal mounted on top rear of cab, on a stainless steel hinged plate, so light can be folded down for clearance purpose.

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8. FRONT AXLE:

- A. Oscillation Angle - 32°
- B. Wheel Lean - 17.5° minimum, hydraulic actuated.

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9. REAR AXLE, TANDEM:

- A. Design - Full floating.
- B. Oscillation - Approx. 15° forward, 25° reverse.
- C. Differential - Lock/unlock.

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10. HYDRAULIC SYSTEM:

- A. Type - Load-Sensing priority pressure compensated.

- B. Pump - Variable displacement with anti-drift valves.
- C. Blade Float - Capability
- D. Filtration - Full flow, 10 micron minimum.
- E. Sealed - Complete system.

II. TECHNICAL SPECIFICATIONS: (continued)

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<u>ITEM DESCRIPTION</u>	<u>VENDOR PROPOSAL</u>
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10. HYDRAULIC SYSTEM: (continued)

- F. Controls - Low effort, short throw, direct acting.
- G. Capability - Continuous operation at full capacity with ambient temperature of 122+°F.

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11. BRAKES:

- A. Type - Four wheel, adjustment free, sealed oil disc.
- B. Actuation - Air or hydraulic.
- C. Parking - Manually actuated, spring applied, air or hydraulic released. Engaged brake shall neutralize transmission.
- D. Requirements - Shall meet all SAE J1473 OCT. 90 and ISO 3450-1985 standards.

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12. TIRES/WHEELS:

- A. Tires - Seven (7) like, 14.00-24", 12PR tubeless tires, Goodyear super Hard Rock Lug G-2, No exception.
- B. Wheels - Seven (7) like, heavy duty 9" X 24" rims.
- C. Spare Assy. - One (1).

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13. BLADE ASSEMBLY:

- A. Size - 12' x 24" x 3/4".
- B. Side Shift - Hydraulic, to both sides.
- C. Tilt - Capability
- D. Bank Sloping - 90° right or left.
- E. Cutting Edge - 8" x 0.75" with reversible overlay end bits.



F. Float - capability.

G. Accumulator - Blade lift.

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14. **CIRCLE DRIVE SLIP CLUTCH:**

Shall be equipped with a circle drive slip clutch, providing shock protection for the circle draw bar assembly, circle drive and moldboard.

II. TECHNICAL SPECIFICATIONS: (continued)

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ITEM DESCRIPTION

VENDOR PROPOSAL

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15. ROPS/FOPS CAB:

- A. Type - All steel, fully enclosed, sound suppressed and pressurized.
- B. Doors - Two, full opening, keyed alike.
- C. Windows - Factory tint, manufacturer's maximum, providing operator maximum visibility.
- D. Seat Belts - Retractable, Federally approved.
- E. Seat - Heavy duty cloth covered fully adjustable, suspension type.
- F. Heater/Defroster - Manufacturer's maximum, including pressurizer.
- G. Air Conditioning - Manufacturer's maximum with 134A refrigerant. (Roof mounted unit not acceptable).
- H. Windshield Wipers/Washers - Front and rear.
- I. Console - Adjustable
- J. Steering Wheel - Tilt
- K. Requirements Criteria - Meet all OSHA, MSHA as per ANSI/SAEJ1166 MAY90, and ROPS/FOPS as per, SAE J396, SAE J1040 JUN88, and ISO 3471- 1986 and SAE J231 JAN 81 and ISO 3449-1984.

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16. COLOR:

Manufacturer's standard.

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17. VANDALISM PROTECTION GROUP:

Locking caps for hydraulic, radiator, fuel, crankcase, transmission and instrument panel guard and battery boxes with keyed alike padlocks.

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18. SCARIFIER:

- A. Type - V

- B.    Actuated - Hydraulic
- C.    Location - Front mount.
- D.    Working Width - 46" minimum.
- E.    Scarifier Shank Holders - Eleven (11)

II. TECHNICAL SPECIFICATIONS: (continued)

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ITEM DESCRIPTION	VENDOR PROPOSAL
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18. SCARIFIER: (continued)

- F. Shanks/Teeth/Tips - Complete set.
- G. Requirement Criteria - Shall have all necessary hydraulics and controls to make a fully functional unit.

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19. SAFETY EQUIPMENT:

- A. Fire Extinguisher - 5 lb. all purpose, installed on the cab, within easy reach of operator.
- B. First Aid Kit - Arizona Glove & Safety #10DOTM, installed inside the cab within easy reach of operator.
- C. Placard - Slow moving vehicle placard shall be installed on rear of unit, in a highly visible location.
- D. Non-slip Surfaces - All ladders, steps and walking areas shall be non-slip type.
- E. Mirrors - Outside right and left, cab mounted, large fold back type.
- F. Horn - Shall meet SAE J1105 SEP 89 Standard.
- G. Back-up Alarm - Shall meet SAE J994 Jun 80 standard.
- H. Master Disconnect Switch

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20. HIGH SPEED OIL CHANGE SYSTEM:

Grader shall be equipped with high speed oil change system for the engine and hydraulic oils. Drains to be fitted with quick couplers. (Cat. #1P7919 coupler and #959272 caps, or equal).

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21. HITCH:

Grader shall have a pintle hitch installed on the rear capable of towing 8000 lbs. (minimum).

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22. **GENERAL:**

- A. Grader shall be delivered equipped with all standard equipment as advertised, except where optional equipment has been specified.
- B. Bidder shall furnish a list of frequently used parts that the County should keep in stock, for maintenance support.

III. SUPPORTIVE SPECIFICATIONS:

A. SCOPE:

The scope of the contract encompasses three parts.

1. The purchase of five (5) or more Road Graders as more clearly described in the general and technical specifications.
2. Guaranteed maintenance for 7,000 hours or six (6) years, whichever event occurs first in time, as more fully described in detail elsewhere in these specifications.
3. Guaranteed Residual Value Agreement as fully described elsewhere in these specifications.

B. BASIS OF AWARD:

1. Bids will be evaluated on the total of the cost of the Grader, the cost of the 7000 hours or six (6) year Guaranteed Maintenance and a Residual Value per machine purchased.

2. The County may accept Proposal #I, the low bid for the Grader and exclude both Guaranteed Maintenance and Guaranteed Residual Value; or

The County may accept Proposal #II, the low bid for the Graders including the 7000 hours or six (6) year Guaranteed Maintenance Program; or

The County may accept Proposal #III, the low bid for the Road Grader including the 7000 hours or six (6) year Guaranteed Maintenance and deducting the Guaranteed Residual Value Agreement Price.

The combination of any or all of above will be used to determine which is in the best interest of the County. Should the County exercise its Purchase Option under Proposal II or III, the stated delivery date will apply.

C. GUARANTEED MAINTENANCE:

1. The successful bidder will be fully responsible for the total cost of repairs, including parts and labor, to the equipment furnished in excess of the Guaranteed Maximum Cost of Repairs as shown on the Bid Proposal Form during the first 7000 hours of operation as recorded by the engine hour-meter or six (6) years from date of delivery, whichever occurs first.
2. In determining whether the guaranteed total cost of repairs has been reached, the cost of warranty repairs (including parts and labor) made shall not be included.
3. In determining the Guaranteed Maximum Cost of Repairs, and in the enforcement of provision of the agreement, the following rules shall apply:
  - a. In the event that the cost of repairs, including parts and labor, as computed by the County, is less than \$1000.00, the

County shall have the right to have the repairs made in the County's shop and need not give notice to the successful bidder prior to the repairs being made.

III. SUPPORTIVE SPECIFICATIONS: (continued)

C. GUARANTEED MAINTENANCE: (continued)

3. (continued)

- b. In computing the cost of repairs, all County labor costs will be charged at the County's then prevailing rate. Present rate is \$40.00 per hour, increases not to exceed 10% per year. Parts shall be charged for at actual cost and shall be purchased from the authorized dealer for the original equipment manufacturer, if possible.
- c. If the cost of repairs, including parts and labor, is in excess of \$1,000.00, as estimated by the County, the County shall submit to the successful bidder the estimated cost of the repairs and a detailed account of the work to be done. The successful bidder shall then review the estimate and a determination will be made as to where and how the work can best be performed.
- d. Repairs may be made in service shops other than those of the successful bidder and the County; however, the successful bidder and the County must agree to repairs made in other service shops within eight working hours of notification by the County to bidder, and the service department chosen must be agreeable to both parties. The successful bidder will be notified of the cost of repairs made in service shops other than its own within five (5) days after completion of such repairs.
- e. Should delivery of repair parts not be made within five (5) normal working days to the County, a daily charge of \$500.00 shall be added to the cumulative cost of repairs for each working day over five (5) that the part is not delivered. On the bidder's presentation in writing of verifiable information to the County that parts are not available to the dealer from his manufacturer by reason of strike, natural disaster or national emergency, the daily charge shall not be made.
- f. The successful bidder may avoid the penalty for non-delivery of parts by making available to Maricopa County, at no cost, a unit of similar size and capacity until Maricopa County's equipment is restored to service.
- g. The successful bidder shall have the right to examine repair cost records at any reasonable time. The County will maintain records reflecting pertinent repair cost information. The forms and means utilized by the County in providing this information are not material so long as substantially similar information is available.

The County will make repair cost records available for examination in a timely manner.



- h. The successful bidder agrees that any repair parts sold to Maricopa County in support of this equipment will not exceed the Manufacturer's published list prices.

III. SUPPORTIVE SPECIFICATIONS: (continued)

C. GUARANTEED MAINTENANCE: (continued)

4. The successful bidder will be fully responsible for the total cost of repairs, parts and labor to the Motor Grader as follows:

a. Engine:

Engine block and all internal and external components including air compressor, fuel, charging, cranking, exhaust, air intake and cooling systems, radiator, fan and pulleys, but excluding batteries, filters, fan belts, hoses, anti-freeze and engine oil.

b. Transmission:

Transmission case and all internal parts including linkage and external lines, but excluding oil and filters.

c. Tandem Drive:

Tandem housing, axles, chains, sprockets, hubs, bearings and seals but excluding oil.

d. Brakes:

All internal brake components, operating linkage and exterior air lines.

e. Steering:

All steering controls, including articulation, valves, cylinders, pins and bearings, excluding oil.

f. Front Axle:

All axles, bearing and seals.

g. Controls:

All operating controls, moldboard and scarifier, including valves, cylinders, control linkage, but excluding oil and filters.

h. Mainframe:

Complete mainframe assembly.

i. Circle Assembly:

Complete circle assembly including hydraulic cylinders, hydraulic drive components, moldboard shoes and supports, but excluding adjustments.

j. Moldboard and Scarifier:

Complete moldboard and ripper assemblies and blade lift accumulator, but excluding cutting edges, end bits, teeth and shanks.

III. SUPPORTIVE SPECIFICATIONS: (continued)

C. GUARANTEED MAINTENANCE: (continued)

4. (continued)

k. Cab:

Complete cab assembly including heater, but excluding glass.

l. Gauges and Instruments:

All gauges and instruments.

m. Warning Devices:

All warning devices including backup alarms, but excluding rotating beacons and lights.

n. Air Conditioning:

Complete - excluding refrigerant.

D. GUARANTEED RESIDUAL VALUE AGREEMENT:

1. The bidder shall guarantee a residual value (trade-in allowance or a minimum bid at a public auction) at the expiration of 7000 hours or six (6) years whichever occurs first, and include this figure on the attached proposal forms. Guaranteed residual value as used in this specification is defined as:

- a. A guaranteed trade-in value should the County decide to purchase new equipment in a future bid call;
- b. A minimum bid to be made by the bidder at public auction in the event the County elects to auction any or all of the machines;
- c. The bid or public auction shall be held within 90 days after the expiration of the contract term of 7000 or six (6) years whichever occurs first.
- d. The County reserves the right to retain the subject grader(s) and to waive the guarantee residual value provisions.

2. In the event equipment subject to the Residual Value Agreement, while in possession of the County, is either totally destroyed or partially damaged to the extent that the damage is beyond repair and is considered a total loss because the cost of restitution then the bidder is released from his obligation relating to Guaranteed Residual Value.

E. WARRANTY REPAIRS IN THE FIELD:

1. One year parts and labor on total Grader. Extended three (3) year warranty on power train. It is understood that if repairs are necessary during the warranty period, the successful bidder will be required to perform said repairs F.O.B. machine location within

Maricopa county at no charge to the county. In the event of major repairs, dealer has as his option the choice of transporting the machine to nearest service facility for repairs.

2. The cost of repairs, including parts and labor, made during the one (1) year full warranty period shall not be included on the Guaranteed Maximum Cost of Repairs.

III. SUPPORTIVE SPECIFICATIONS: (continued)

E. WARRANTY REPAIRS IN THE FIELD: (Continued)

3. Maricopa County may avail itself of the bidder's standard warranty if more beneficial to Maricopa County.

F. OBLIGATIONS OF THE COUNTY:

1. The equipment purchased will be operated by County Personnel in County maintenance operations and other purposes for which the equipment is designed.
2. The County will assume responsibility for costs of repairs due to fire, theft, accident, vandalism, acts of nature, neglect or abuse directly caused by County's personnel. Total repairs under such circumstances will not be included in computing the Guaranteed Total Cost of Repairs.
3. The County will assume at its expense all costs of fuel, filters, belts, lubricants, and the application thereof, anti-freeze, cutting edges, scarifier shanks and tips, batteries, lights, glass breakage, tires, cleaning and repainting, and other items normally consumed in day-to-day operation.
4. The County will maintain equipment in accordance with manufacturer's recommendations provided; however, the County reserves the right to use the same fuels, lubricants, and oils that it uses in other similar equipment. The County will have available a record of all maintenance performed. The bidder has the right to inspect equipment at any reasonable time and make recommendations for repairs, improved maintenance, etc., which the County will follow to the best of its ability.

G. PERFORMANCE BOND REQUIREMENTS:

Performance Bond:

The successful bidder will be required to furnish a performance bond covering delivery, warranty, guaranteed repair cost, guaranteed residual value, as follows:

A bond in the amount of twenty percent (20%) of the total selling price of the Road Graders offered (Proposal 1 of the Bid Proposal Form). This bond is to be conditioned on the bidder complying with the requirements of delivery and warranty, guaranteed repair costs, and/or guaranteed residual value agreement.

Performance bond is to be furnished within seven (7) days of the notification of bid award. The date of the U.S. Postmark will be accepted as date of delivery of performance bond. Bidder failing to supply required performance bond will forfeit the bid award and bid bond. A cashier's, certified check, certificate of deposit or irrevocable letter of credit will be accepted in lieu of bond.

H. CURRENT PRODUCTION MODELS:

Maricopa County will accept bids only on new, current production models.

I. VENDOR'S PROPOSAL:

Bidders are to complete the Vendor's Proposal Column and return TWO (2) COPIES with their pricing. Failure to provide this information may result in their proposal being rejected.

III. SUPPORTIVE SPECIFICATIONS: (continued)

J. DELIVERY:

F.O.B. Destination. Bidder to state. Unit(s) shall have been completely inspected, serviced, tested and ready for full operation when delivered.

K. MANUALS:

1. Operator's - one (1) per unit.
2. Parts:
  - a) Manual - One (1) per unit, covering all components.
  - b) Microfiche - One (1) set, if available, upgradeable.
3. Shop - One (1) per unit, covering all maintenance, service and complete overhaul of all components and shall include all wiring diagrams, schematics and emissions related information.

L. EXCEPTIONS TO SPECIFICATIONS:

The fact that a manufacturer chooses not to produce equipment or material to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Bidders shall offer the equipment or material which comes closest to meeting these specifications.

Where deviations from the specifications contained herein are necessary, the bidder shall notate such deviations. Bidders shall state why, in their opinion, the equipment or materials they offer will render equivalent reliability, coverage and performance. Failure to detail all such deviations will comprise sufficient grounds for rejection of the entire proposal.

M. AWARD CRITERIA:

The evaluation of bids will be based on but not limited to the following:

1. Conformance to Specifications
2. Price
3. Delivery
4. Warranty
5. Time value of money analysis by the following methods:
  - a. Guaranteed Maintenance will be evaluated by using the present value of an annuity at 8% compound interest.
  - b. The Guaranteed Residual Value will be evaluated by using the future value of money analysis at 8% compound interest.

N. AWARD:

Award will be made to the lowest responsive/responsible bidder meeting specifications.

O. PRICE REDUCTIONS:



By submitting a bid or proposal to this solicitation, vendors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers. If at any time during the contract period your company offers a lower price to another customer, notification shall immediately be made to the Maricopa County Department of Materials Management reducing your contract price. Should notification not be made of price reductions, upon discovery, Maricopa County shall reserve the right to take any or all of the following actions:

III. SUPPORTIVE SPECIFICATIONS: (continued)

O. PRICE REDUCTIONS: (continued)

1. Cancel the contract, if it is currently in effect.
2. Determine the amount which the County was overcharged and submit a request for payment from the vendor for that amount.
3. Take the necessary steps to collect any performance surety provided on the applicable contract.

P. MBE/WBE PARTICIPATION:

Vendors submitting proposals are encouraged to solicit MBE/WBE participation on this contract. A list of certified MBE/WBE enterprises may be obtained by contacting Carlos Avelar, Contracts Compliance Coordinator for Maricopa County at (602) 506-8656. Please indicate in your bid response MBE/WBE areas of involvement for monitoring purposes.

Q. CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any bidder believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Article M3804, to secure an administrative determination on this point.

R. PRE-BID CONFERENCE:

There will be a pre-bid (non-mandatory) conference on ~~Wednesday~~ **Tuesday**, July ~~16~~ **22**, 1997 at 9:00 A.M. at the Maricopa County materials Management Building, 320 W. Lincoln Street, Phoenix, Arizona, 2nd floor conference room.

S. SCHEDULE OF EVENTS:

- Call for bids issued July 8, 1997
- Legal Advertising July 10, 1997 & July 17, 1997
- **There will be a pre-bid (non-mandatory) conference on Tuesday, July 22, 1997 at 9:00 A.M. at the Maricopa County materials Management Building, 320 W. Lincoln Street, Phoenix, Arizona, 2nd floor conference room.**
- Deadline for submittal of questions, close of work Thursday July 24, 1997. (Questions shall be submitted in written form to Stan Fisher via Fax {602-258-1573}).
- Written responses to all questions properly submitted, will be completed and delivered by FAX to all participants no later than Tuesday July 29, 1997, close of work.
- Bid Opening, Tuesday, August 5, 1997 2:00 P.M.

1997

- Evaluation of submittals August 5, 1997 thru August 13, 1997 - (approximate)
- Recommendation of award to the Maricopa County Board of Supervisors September 10, 1997, (tentative).

III. SUPPORTIVE SPECIFICATIONS: (continued)

T. STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract.

Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

U. REGISTRATION:

Vendors are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3308 or (602) 506-3248.

V. PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Vendor Payment as a process requiring attention and improvement.

Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, vendors are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

W. BRAND NAMES:

Specific brand names or types may have been used to describe functions or features. Wherever these names occur the phrase "or equal" applies.

X. ORDER CUTOFF DATE INFORMATION:

Vendor submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment specified in this call for bids, at the time of bid submission. Notification of any subsequent cutoff dates (learned after bid submission) shall also be the responsibility of the vendor. The vendor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer of record for the specific call for bids, in writing, of this new information.

Y. PROVISIONS OF BID DOCUMENTS:

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.

III. SUPPORTIVE SPECIFICATIONS: (continued)

Z. OUTRIGHT SALE:

The equipment offered for trade-in on "new equipment" is also offered for outright sale. Participants need not offer bids on the "new equipment" specified in this call for bids to offer a bid on the used equipment offered. All bids must be "sealed bids" and be received at the location, day and time specified in this call for bids. The equipment offered for outright sale is offered in "as-is" condition and no warranty expressed or implied is offered by the County. The equipment will continue to be used by the County until "new equipment" specified in this call for bids is in place (60-120 days) and may be inspected by contacting either of these Equipment Services Agency, individuals: Jim Hutchinson at (602) 506-4677 or Chip Zickefoose at (602) 506-2111.

The County reserves the right to accept or reject bids on this equipment at its option in the best interests of the County. The County at its option may accept any offer which offers the County the greatest consideration.

The successful bidder will be notified in writing and shall make payment via certified check payable to the Maricopa County Treasurer within five (5) days of notification of the in-service date of the "new equipment", in the amount bid plus appropriate (0.0575%) sales taxes. The successful bidder shall remove the equipment from County facilities within 10 days of notification of acceptance (payment) by the County.

AA. INQUIRIES:

Questions concerning this call for bids should be directed to:

Stan Fisher, Procurement Officer  
Department of Materials Management  
Telephone: (602) 506-3274

SF/ts

cc: Equipment Services

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(BIDDERS ARE REQUESTED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS)

EMPIRE MACHINERY, 1725 S. COUNTRY CLUB DR., MESA, AZ 85210-6099

IV. PRICING:

C380503 FIVE (5) OR MORE, ROAD GRADER, 125 H.P. II AND TRADE-IN OR  
OUTRIGHT SALE OF CATERPILLAR 120G GRADERS in accordance with  
attached specifications:

Make of Equipment: Caterpillar

Model Number: 120H

Delivery (days ARO): 150 days or less

Warranty: Please see attached warranty letter

Bidder to indicate whether other governmental agencies may purchase equipment  
against this contract: X Yes        No

**PROPOSAL I:**

**UNIT PRICE FOR ONE**

Price of (1) New Road Grader: \$ 124,363.00

**PROPOSAL II:**

Price of (1) New Road Grader: \$ 124,363.00

Add guaranteed maximum repair cost: \$ 4,000.00

Total for bid comparison purpose: \$ 128,363.00

**PROPOSAL III:**

Price of (1) New Road Grader: \$ 124,363.00

Add guaranteed maximum repair cost: \$ 4,000.00

Deduct guaranteed minimum residual value: \$ 86,000.00

Total for bid comparison purpose: \$ 42,363.00

Vendor to state manufacturer's  
published list price of Road Grader  
as detailed in these specification: \$ 200,810.00

**TRADE-INS:**

A. Unit #16, 1992, CAT. 120G Grader, Ser.  
87V09581, 7000 or less hours, life  
expires 11-5-97. \$ 65,000.00 /ea.



- B. Unit #17, 1992, CAT. 120G Grader, Ser.  
87V09576, 7000 or less hours, life  
expires 11-5-97. \$ 65,000.00 /ea.
- C. Unit #22, 1992, CAT. 120G Grader, Ser.  
87V09567, 7000 or less hours, life  
expires 9-24-97. \$ 60,000.00 /ea.
- D. Unit #23, 1992, CAT. 120G Grader, Ser.  
87V09571, 7000 or less hours, life  
expires 10-5-97. \$ 65,000.00 /ea.

**EMPIRE MACHINERY, 1725 S. COUNTRY CLUB DR., MESA, AZ 85210-6099**

IV. PRICING: (continued)

**TRADE-INS:** (continued)

- |    |   |                          |
|----|---|--------------------------|
| E. | Unit #24, 1992, CAT. 120G Grader, Ser.<br>87V09574, 7000 or less hours, life<br>expires 10-13-97. | \$ <u>60,000.00</u> /ea. |
| F. | Unit #25, 1992, CAT. 120G Grader, Ser.<br>87V09575, 7000 or less hours, life<br>expires 10-13-97. | \$ <u>62,000.00</u> /ea. |
| G. | Unit #26, 1992, CAT. 120G Grader, Ser.<br>87V09580, 7000 or less hours, life<br>expires 11-2-97.  | \$ <u>65,000.00</u> /ea. |
| H. | Unit #27, 1992, CAT. 120G Grader, Ser.<br>87V09579, 7000 or less hours, life<br>expires 11-2-97.  | \$ <u>63,000.00</u> /ea. |

**OUTRIGHT PURCHASE:**

- |    |   |                       |
|----|---|-----------------------|
| A. | Unit #16, 1992, CAT. 120G Grader, Ser.<br>87V09581, 7000 or less hours, life<br>expires 11-5-97.  | \$ <u>No bid</u> /ea. |
| B. | Unit #17, 1992, CAT. 120G Grader, Ser.<br>87V09576, 7000 or less hours, life<br>expires 11-5-97.  | \$ <u>No bid</u> /ea. |
| C. | Unit #22, 1992, CAT. 120G Grader, Ser.<br>87V09567, 7000 or less hours, life<br>expires 9-24-97.  | \$ <u>No bid</u> /ea. |
| D. | Unit #23, 1992, CAT. 120G Grader, Ser.<br>87V09571, 7000 or less hours, life<br>expires 10-5-97.  | \$ <u>No bid</u> /ea. |
| E. | Unit #24, 1992, CAT. 120G Grader, Ser.<br>87V09574, 7000 or less hours, life<br>expires 10-13-97. | \$ <u>No bid</u> /ea. |
| F. | Unit #25, 1992, CAT. 120G Grader, Ser.<br>87V09575, 7000 or less hours, life<br>expires 10-13-97. | \$ <u>No bid</u> /ea. |
| G. | Unit #26, 1992, CAT. 120G Grader, Ser.<br>87V09580, 7000 or less hours, life<br>expires 11-2-97.  | \$ <u>No bid</u> /ea. |
| H. | Unit #27, 1992, CAT. 120G Grader, Ser.<br>87V09579, 7000 or less hours, life<br>expires 11-2-97.  | \$ <u>No bid</u> /ea. |

**OPTIONS - SEE BID**

1. Accumulator - Blade lift  
\_/ea. \$ 2,276.00
2. Radio - AM/FM \$ 568.00 /ea.
3. Window Tinting - Darkest legal per  
AZ. State Law. \$ 300.00 /ea.

EMPIRE MACHINERY, 1725 S. COUNTRY CLUB DR., MESA, AZ 85210-6099

IV. PRICING: (continued)

Cutoff dates for ordering any of the above, if any REQUIRED: Item 1 must be ordered with machine. Items 2 & 3 must be ordered prior to delivery.

FOB Destination   X   Yes        No

TERMS: Net 30 days

FEDERAL TAX ID NUMBER: 860149695

TELEPHONE NUMBER: 898-4517

CONTACT PERSON: Steve Rector

VENDOR NUMBER: 860149695 A

CONTRACT PERIOD: To cover period ending October 31, 2003.







